

DEPARTMENT OF PUBLIC WORKS

NEW CASTLE COUNTY
NEW CASTLE COUNTY ENGINEERING BUILDING
KIRKWOOD HIGHWAY
P. O. BOX 168
WILMINGTON 98, DELAWARE

George W. Dutcher
DIRECTOR
John I. Cahalan
COUNTY ENGINEER

February 10, 1969

ROOM 202
PHONE: 737-4100

Room 202
Ward X 18

Mr. William C. Ward, President
Land Redevelopment Company
1609 Bedford Road
Deerhurst,
Wilmington, Delaware 19803

Dear Mr. Ward:

The contract between your company and New Castle County to operate the County Landfill is now a little more than a month old. We have experienced very favorable and very unfavorable operating conditions and correspondingly, both good and bad results. Much experience has been gained by you and by us in practical operation. Much more experience will be gained in the future.

It seems desirable at this time to re-emphasize various features of the contract both for your benefit and for ours.

1. Para. #6 Plan of Operations

This paragraph requires that refuse deposition shall be made in accordance with a plan with amendments if necessary, approved by the Director of Public Works. This is not intended as a general statement, it is intended as a statement that you shall closely conform to an approved plan of operation. *See 2-11-69*

2. Para #9 (3) Drainage and Para #18 Special Requirements
(b) Storage and Settling Ponds

The area between the gate and Route 13 has not been drained as agreed upon and the dyking of the ponds and moving of the outlet have not yet been started. *See 2-11-69*

027777

33 000103

February 10, 1969

3. Para #10 Bad Weather Operation

The provision of suitable roads and the maintenance of this area is intended to be a continual obligation of the Owner. This area is intended for use during rain or snow if the regular areas are not accessible. This area is not intended for use during good weather.

4. Para #11 Fencing

Interior adequate fencing has not been maintained. During several windy days the lack of this fencing greatly increased the amount of paper blown off the site.

Your full attention is called to the second sentence - "In the event that any material should escape, the Owner shall immediately recover said material and return it to the site".

On several occasions we have used our people to do this work because we realized the task required more manpower than we could reasonably expect you to supply. Under such unusual weather conditions we shall continue to aid and assist you to retrieve the material which escapes from the site even though the letter of the contract holds the owner responsible.

5. Para. 13 (c) Install and Maintain All Roads

This paragraph has not been fully complied with. This has partly been due to inexperience in establishing these temporary roads and partly due to lack of equipment and advance planning on the Owners part. This ties back to the necessity of conforming to a plan and foreseeing the probability of bad weather as called for in Para. 15.

6. Para. #14 Equipment

During the time when the weather was good and the operation most successful in complying with operating requirements, there were three or more pieces of large equipment working. On several occasions in bad weather only one or two bulldozers were in use. These pieces were trying with limited success to compact, cover and maintain the roads. The roads consequently were neglected. The operating plan called for concentration of the filling in the northern corner. Lack of equipment delayed the preparation of the second level of roads in this area.

During periods of good weather

027778

February 10, 1969

7. Para #13 (c)

This paragraph also refers to the entrance road. In a recent conversation you stated that you were responsible only for one surface treatment of this road. The contract does not state this. It says "the road from the public road to the toll gate shall be hard surface treated". It also states that the owner shall install and maintain all roads. This implies the maintenance of the surface treatment.

The items of greatest immediate importance to us is the installation and maintenance of temporary roads. The residents, the Board of Health and the collectors are all very much concerned over this item. The residents and the Board of Health because we are not abiding by our commitment to follow our plan of operations, the collectors because they are having difficulty in traveling to the deposit area.

I know that you are as interested as we are in public image and the fulfillment of our obligation to the residents and the regulatory agencies.

The purpose of this letter is to get us all back on the track of the contract after being blown somewhat off by winter storms.

Sincerely yours,

DEPARTMENT OF PUBLIC WORKS

George W. Dutcher
George W. Dutcher
Director

GWD/pgb

cc: Mr. Conner
Mr. Andrews
Mr. C. Taylor
Mr. Karins
Mr. Bristow
Mr. Rodenheiser
Mr. LAYTON
Mr. RICHARD
Mr. RICHARD
Mr. TONKIN

027779